Bank of Commerce, 47 Neb. 717; *Queen Ins. Co.* v. *Dearborn Sav. L. & B. Ass'n.,* 175 Ill. 115; *Christenson* v. *Fidelity Ins. Co.,* 117 Iowa 77; *Welch* v. *British Am. Assur. Co.,* 148 Cal. 223; *Senor & Munz* v. *Fire Ins. Co.,* 181 Mo. 104; *East* v. *New Orleans Ins. Ass'n.,* 76 Miss. 697; *Edge* v. *St. Paul F. & M. Ins. Co.,* 20 S. D. 190; *Boyd* v. *Thuringia Ins. Co.,* 25 Wash. 447; *Stamey* v. *Royal Exchange Assur. Co.,* 93 Kan. 707. The minority rule follows the earlier cases and holds that the rider has no effect in removing the person named therein from the conditions of the policy, so that the person named there is merely the appointee of the insured. *Brecht* v. *Law Union & Crown Ins. Co.,* 160 Fed. 399; *Del. Ins. Co.* v. *Greer,* 120 Fed, 916; *Franklin Ins. Co.* v. *Wolff,* 23 Ind. App. 556; *Ritchie City Bank* v. *Fireman's Ins. Co.,* 55 W. Va. 261.

LANDLORD AND TENANT—LIABILITY OF ALIEN ENEMY FOR RENT.—Plaintiff leased property in England to defendant, a subject of Austria, for a term of years. Subsequently war broke out between England and Austria, and Austrian subjects were prohibited from residing in a certain district, wherein the leased property was located. In an action for rent brought by the plaintiff, defendant contended that the order prohibiting him from residing in the specified district terminated the tenancy between him and the plaintiff. *Held,* that the relation of landlord and tenant still existed and that defendant was liable for rent. *London and Northern Estates Company* v. *Schlesinger,* [1916] 1 K. B. 20.

The obligation to pay rent may be suspended not only by eviction of the tenant by the landlord but also by eviction by a holder of paramount title. *Home Insurance Co.* v. *Sherman,* 46 N. Y. 370; *Leopold* v. *Judson,* 75 Ill. 536; *George* v. *Putney,* 58 Mass. 351; *Friend* v. *Oil Well Supply Co.,* 165 Pa. 652; *Maxwell* v. *Urban, 22* Tex. Civ. App. 565. It would seem that the rule holding that tenancy is terminated when the sovereign seizes land under the power of eminent domain might be based upon the theory that the state is a sort of a holder of paramount title. The rule, however, appears to be based on other reasoning. See *O'Brien* v. *Ball,* 119 Mass. 28; *McCardell* v. *Miller, 22* R. I. 96; *Lodge* v. *Martin,* 31 App. Div. 13; *Corrigan* v. *City of Chicago,* 144 Ill. 537, and *Barclay* v. *Pickles,* 38 Mo. 143. In the principal case there is no eviction by the landlord. However, it might well be contended that the order of the government which prohibited the defendant from occupying the premises amounted to an eviction by a holder of paramount title or that this order amounted in effect to an exercise by the sovereign of the power of eminent domain. In either event it might well be held that the obligation to pay rent was suspended.

MARITIME LIENS—LIQUOR NOT A NECESSITY FOR THE CREW OF A FISHING BOAT.—Claiming under a Federal statute giving a lien for supplies or other necessities furnished to a vessel, libellant sought to establish a maritime lien against a fishing vessel for liquor supplied. Libellant alleged that the crew were Austrians, used to liquor, and would not be shipped without it. *Held,*

the liquors were not supplies or other necessaries within the meaning of the Act. *The Sterling,* 230 Fed. 543.

The court said, "Sufficient food, suitable clothing, proper shelter and such luxuries as contribute to the comfort and convenience of the seamen, are necessaries." Under this statute tobacco has been held to be a necessary on such a vessel. *The Fortuna,* 213 Fed. 285. In holding that tobacco contributes to the comfort of seamen but that liquor does not, the court evidently took judicial notice of the respective effects (and after-effects) of these stimulants upon the user. This would seem to be but a logical extension of the well-settled doctrine that the courts will take judical notice of the intoxicating character of our various beverages. 1 MICH. L. REV. 228; 10 MICH. L. REV. 496. This holding that $75.00 worth of liquor is not necessary for the crew of a fishing vessel is in striking contrast with the holding of the supreme court of Pennsylvania that a legislative committee was authorized to spend $3,000.00 of the state's money for liquor to be consumed by the legislators on a six hour excursion. *Russ* v. *Commonwealth,* 210 Pa. 544, 60 Atl. 169, 3 MICH. L. REV. 554. The court in the principal case further said, "The habits or desires of a particular class of seamen do not fix a criterion by which to measure necessaries. It is the need for the voyage, and not the habits or desires of the seamen, that is contemplated by the Act of Congress." By this the court must have meant the needs for such voyages generally and not the need for this particular voyage, because liquor certainly was needed for this voyage, the crew refusing to ship without it.

MUNICIPAL CORPORATIONS—CHANGE IN ASSESSMENT DISTRICT.—A contract for paving contained a stipulation for completion of the work by November 1, 1913, but a portion of the work was not completed on time and an extension of time was given; while the work was thus unfinished a statute was passed, in terms applicable to all special assessments made after January 1, 1914, which provided that assessment districts should include adjacent property within three hundred feet of the pavement, instead of only abutting property, as under the former statute. The question raised was whether the assessment levied in July, 1914, should be according to this statute or according to the law in force when the contract was let. It was *held,* that the assessment should be levied under the law in force when the contract was made, inasmuch as the legislative intent was not clearly expressed to make the change in the assessment district applicable to existing contracts. *Benshoof* v. *City of Iowa Falls.* (Ia. 1916) 156 N. W. 898.

Upon analysis the reasoning of the majority of the court tends to establish: (1) that it was not the intention of the legislature to have the new statute operate as an enabling statute; and (2) that the legislature could not so change the assessment district, as this would destroy the obligation of contract. Two dissenting judges deny both these propositions. If the intention of the legislature was not to have the new statute operate upon existing contracts, then the majority opinion can be sustained. But the second proposition as stated by the majority opinion is open to serious question. In this case the contractor is not complaining, hence the law affecting the rights